## **CONTRACT**

### **BETWEEN**

# THE CITY OF BATTLE CREEK

## AND

# THE ORGANIZATION OF SUPERVISORY PERSONNEL OF THE BATTLE CREEK FIRE DEPARTMENT

JULY 1, 2007

TO

JUNE 30, 2022

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#### **AGREEMENT**

THIS AGREEMENT entered into this 8<sup>th</sup> day of August, 2007, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and the ORGANIZATION OF SUPERVISORY PERSONNEL OF THE BATTLE CREEK FIRE DEPARTMENT, hereinafter referred to as the "Fire Command."

#### **ARTICLE 1 - RECOGNITION**

- <u>Section 1.1 Recognition</u>: The City recognizes the Fire Command as the sole exclusive collective bargaining representative for all Battalion Chiefs employed by the Fire Department of the City. The City agrees that during the life of this Agreement it will not recognize any other labor organization as the collective bargaining agent for the bargaining unit described above.
  - (a) The word "permanent," when used to describe employee status, is used to distinguish full-time employees from temporary and/or seasonal employees.
- Section 1.2 Management's Rights: The Fire Command recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees, in all of its various aspects, including, but not limited to, the right to direct the working forces, to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assist and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees for the lack of work or other legitimate reason; to make and enforce reasonable rules and regulations; are vested solely and exclusively with the City.
- <u>Section 1.3 Anti-Discrimination</u>: The City and the Fire Command agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his or her political belief or non-membership in the Fire Command.
- Section 1.4 New Positions: In the event any new Command position is created in the ranks within the Battle Creek Fire Department below the rank of Chief, the City shall notify the Fire Command of the proposed positions and its function within the department prior to the establishment thereof. The City and representatives of the Fire Command shall then meet at a mutually agreeable time, not to exceed ten (10) days after notification to the Fire Command to determine the relation of the position with regard to membership or non-membership in the Fire Command bargaining unit.

#### ARTICLE 2 - GRIEVANCE PROCEDURE

- <u>Section 2.1 Definition of Grievance</u>: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.
- <u>Section 2.2 Grievance Procedure</u>: All grievances shall be resolved in accordance with the following procedure:
  - <u>FIRST STEP</u>: All grievances shall be discussed orally with the Fire Chief. If the matter is not resolved by discussion, the grievance shall move to the Second Step of the procedure.
  - SECOND STEP: Within seven (7) calendar days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance

is based, whichever occurs first, the employee shall reduce the grievance to writing and submit the grievance to the Director of Employee Relations or City designee. The written grievance must state 1) who is affected; 2) what happened; 3) when it happened; 4) where it happened; 5) what section of the contract has allegedly been violated; 6) what adjustment is requested. The grievance must be signed by the aggrieved employee. The Employee Relations Director or the City designee will give the Union a written answer to the grievance within five (5) regularly scheduled working days after the grievance is presented to the City.

THIRD STEP: If, at this point, the grievance has not been satisfactorily settled and the Fire Command desires to carry the grievance further, the Fire Command shall submit such grievance to arbitration by the American Arbitration Association in accordance with its voluntary arbitration rules then pertaining. The submission of a grievance to arbitration must be made in writing to both the City and the American Arbitration Association within thirty (30) calendar days after receipt by the Union of the City's Second Step Answer. If the grievance has not been submitted to arbitration within the thirty (30) calendar days, it shall be considered as withdrawn by the Union with prejudice.

ARBITRATOR'S AUTHORITY: The Arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this agreement. The Arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this Agreement. The decision of the Arbitrator shall be final and binding in the Fire Command, its members, the employee(s) involved and the City. The expenses and fees of the Arbitrator and the American Arbitration Association shall be shared equally by the City and the Fire Command.

<u>Section 2.3 - Time Limits</u>: Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at the Second Step within the specified time limit, the grievance may be pursued by the Fire Command to arbitration. In the event that a grievance is not appealed by the Fire Command to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn with prejudice by the Union, and the City's last response to the grievance shall be the grievance resolution.

<u>Section 2.4 - Special Conferences</u>: Special conferences for important matters (not grievances) will be arranged between the Fire Command and the Director of Employee Relations or City designee and shall be held within ten (10) calendar days of such request by either party for such a conference. Special conferences shall include changes, modifications, or alterations to departmental policies, procedures, or conditions. The members representing the Fire Command shall not lose time or pay for time in special conferences.

#### ARTICLE 3 - DISCHARGE AND DISCIPLINE

Section 3.1: Discharge and disciplinary action to be taken by the City against a member of the bargaining unit, shall be done in the manner set forth in Public Act No. 78 (Civil Service for Police and Fire Departments) and shall not be subject to the grievance procedure set forth in Article II.

#### **ARTICLE 4 - SENIORITY**

<u>Section 4.1 - Definition of Seniority</u>: Seniority shall be defined as a permanent, full-time employee's length of continuous service within the City's Fire Department since his last appointment date. "Last appointment date" shall mean the date upon which an employee first

reported for work as a full-time, permanent employee at the Fire Department at the direction of the City since which he has not quit, retired, been discharged or transferred outside the Fire Department. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs for lack of work or funds, except as hereinafter provided.

- Section 4.2 Seniority List: The City will maintain an up-to-date seniority list.
- <u>Section 4.3 Layoff and Recall Procedure</u>: The layoff and recall of employees shall be done in the manner set forth in Public Act 78 (Civil Service for Police and Fire Departments).
- <u>Section 4.4 Termination of Seniority</u>: An employee's seniority within the Fire Department shall be terminated:
  - (a) If he quits, retires or is transferred outside the Fire Department. Any employee who is transferred from the Bargaining Unit to another position within the Fire Department shall retain their seniority. If an employee fails to qualify in a position within the Department but outside the Bargaining Unit within the specified qualifying time for that position, he shall return to his former position without loss of seniority.
  - (b) If, when recalled to work following layoff, the employee fails to notify the City within seven (7) calendar days of his intention to return to work or fails to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the City.
  - (c) When an employee has been laid-off for lack of work or funds for a period in excess of twelve (12) consecutive months, or for a period equal to his length of seniority, whichever is greater.
    - (d) When an employee has been discharged for just cause.
- <u>Section 4.5 Promotional Procedure</u>: The promotion of employees shall be done in the manner set forth in Public Act 78 (Civil Service for Police and Fire Departments). When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the result in a pay increase. Upon completion of his probationary period not to exceed one (1) year, he shall receive the incremental step increase which will advance him one step in the pay scale for the job he was thus awarded.
- Section 4.6 Probationary Period: The probationary period for employees promoted to a job classification covered by this Agreement shall be one (1) year. The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitudes and capabilities necessary to satisfactorily perform the duties of the job classification. A probationary employee may be reduced to his former job classification at the discretion of the City during such period, but, shall be notified of the reason in writing at the time of his reduction. Such employee may request a meeting with the Director of Employee Relations to discuss the reasons for reduction; however, the decision of the City shall be final.
- <u>Section 4.7 Shift Preference:</u> When a change is made in shift assignment, Battalion Chiefs may express their shift preference to the Fire Chief. The Fire Chief will consider any such submission when making shift assignments; however, shift assignments are at the sole discretion of the Fire Chief.

#### ARTICLE 5 - LEAVES OF ABSENCE

- <u>Section 5.1 Personal Leave</u>: Accept as otherwise described below, bargaining unit members shall have the same leaves of absence as provided to members of the City of Battle Creek's non-represented employee group pursuant to the City Administrative Code.
- Section 5.2 Funeral Leave: Employees shall receive the amount of pay they would have received on a regular straight time basis for each day necessarily lost from regularly scheduled duty to make arrangements for and attend the funeral of a member of their immediate family. Funeral leave will be a maximum of three (3) duty days for immediate family as defined in subsection(a) below. This payment shall not be made for any of such days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral, and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the City, must present proof of death.
  - (a) Immediate family is to be defined as: current spouse, children, stepchild (who has permanently resided with the employee for a continuous period of six (6) months), brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, grandmother, grandfather, and grandchildren.
  - (b) Notwithstanding the above, in the advent of the death of the spouse or child as defined in subsection (a), the employee shall be granted four (4) days funeral leave at his regular rate of pay.
- Section 5.3 Witness Leave: When, as a result of performing job duties as a fire fighter, an employee is subpoenaed to make a court appearance, he shall continue to be paid for such time as he necessarily loses from his regularly scheduled work while testifying as a witness. When an employee is subpoenaed to make a court appearance at a time other than that for which he had previously been scheduled to work, he shall receive straight time pay for all hours necessarily spent while court is in session, with a minimum guarantee of two (2) hours straight time pay. The employee shall assign his court appearance fee to the City.

#### ARTICLE 6 - WAGES

- Section 6.1 Salary Schedule: For the life of this Agreement, the salary schedule set forth in Appendix "A" attached and incorporated by reference shall remain in full force and effect. The wage increase effective July 1, 2007, is 2%. All future wage increases for members of this bargaining unit will be tied to the percentage salary range adjustment for the City of Battle Creek's non-represented employees in Hay Grade 11. Those wage adjustments, if any, are made each July 1.
- Section 6.2 Stand-by Pay: In the event that the City requires bargaining unit members to act in a stand-by status, such members will be entitled to one (1) hour of pay at one and one-half times their regular rate of pay for each day spent in stand-by status. If the stand-by status occurs on a weekend or holiday, the employee shall be entitled to two (2) hours of pay at a rate of time and one-half times their regular hourly rate of pay.
- <u>Section 6.3 Overtime Pay</u>: Employees who are called back to duty for an emergency, as defined by the Fire Chief, shall receive pay for all actual hours worked at one and one-half times their regular hourly rate of pay. Bargaining unit members are considered overtime exempt except for the stipend for on call status and the stipend for emergency call in. All other work assignments conducted after what is considered normal working hours is administrative work, and shall not be subject to overtime payment.

Section 6.4 - Pay During Temporary Transfer: When any Battalion Chief is required to assume the position of Chief for five (5) or more consecutive regularly scheduled working days, they shall be compensated at a rate of pay equal to that which would be applicable if the assignment were made on a permanent basis, commencing with the first working day the responsibilities were assumed.

Section 6.5 - Hours of Work: The normal work hours of the administrative Battalion Chief shall be forty (40) hours per week and the normal work schedule will be 8:00 a.m. -5:00 p.m., Monday through Friday, inclusive of a one hour lunch. The City reserves the right to modify this work schedule.

<u>Section 6.6 – Direct Deposit:</u> Within sixty (60) calendar days of the ratification of this agreement, all members of the bargaining unit must make arrangements for direct deposit of their entire paycheck.

#### ARTICLE 7 – VACATIONS

<u>Section 7.1 - Vacation Schedule</u>: Employees who as of the anniversary date of employment, have completed one or more years of continuous service with the City since their last hiring date shall receive vacation with pay, as follows:

One (1) year but less than five (5) years	2 weeks
Five (5) years but less than ten (10) years	3 weeks
Ten (10) years but less than fifteen (15) years	4 weeks
Fifteen (15) years but less than 20 years	5 weeks
Twenty (20) years or more	6 weeks

Up to five (5) vacation days per year may be designated by the employee as a floating vacation day; the remainder of an employee's vacation shall be scheduled vacation days.

<u>Section 7.2 - Vacation Pay</u>: One week of vacation pay shall equal the straight time earnings the employee would otherwise have received had he worked during the week of vacation time off.

Section 7.3 - Termination of Employment: If an employee otherwise eligible for vacation with pay quits or is discharged on or after his employment anniversary date without having used the vacation, such employee shall receive, along with his final paycheck, the unused vacation pay for which he qualified as of his anniversary date and his pro rata share of vacation earned from his anniversary date until his separation from service with the City. If an employee should die during the calendar year after his employment anniversary date, payment for vacation on a pro rata basis shall be made to the employee's estate.

#### ARTICLE 8 - HOLIDAYS

<u>Section 8.1 - Holidays Celebrated</u>: All permanent, full-time employees shall be entitled to receive the following paid holidays:

New Year's Day

Labor Day

Martin Luther King Jr. Day Veteran's Day

Presidents' Day Thanksgiving Day

Good Friday Friday Following Thanksgiving Day

Memorial Day Day Before Christmas

Independence Day Christmas Day

(a) Holidays will be celebrated on the date or dates designated. If a scheduled holiday falls on a Saturday or Sunday, the holiday will be moved to a normally schedule work day. If the administrative Battalion Chief works on a scheduled holiday, he shall receive, in addition to his regular pay, a stipend of one and one-half times his regular rate of pay for all such hours worked.

#### ARTICLE 9 - INSURANCE

Section 9.1 - Health Insurance, Life Insurance, Dental Insurance.

Bargaining unit members are entitled to the same health, life, and dental insurance benefits that the City provides to its non-represented employee group, with the exception of the issue of retiree health insurance. The City reserves the right to modify health, life, and dental insurance benefits for bargaining unit members to reflect any changes in coverage for active employees in the City's non-represented employee group.

<u>Section 9.2 – Continuation of Benefits</u>: Employees on an unpaid leave of absence, suspension or layoff shall continue to have their insurance benefits paid by the City for the first sixty (60) calendar days of such unpaid leave, suspension or layoff. After sixty (60) calendar days, an employee may continue the insurance benefits in effect to the extent allowed by the insurance company, by paying in advance the monthly premium to the City. Employees receiving Workers' Disability Compensation benefits shall receive health insurance paid by the City for a maximum period of twelve months.

Section 9.3 – Health Care Premium Contribution: Effective July 1, 2007, the premium contribution from bargaining unit members for health insurance will equal \$8.82 per week. The co-pay will be adjusted based on the following formula. The City uses a composite rate to charge departments the cost of employee health care. The composite rate in effect on July 1, 2003, of \$805.00 per month is the benchmark for determining future premium co-pay increases. Employees shall pay 10% of any increase above \$805.00 per month, based on the new composite rate. Adjustment to the employee contribution is made each year on the first of July. The current maximum employee contribution under this formula is \$55.00 per month. The minimum employee premium contribution towards health insurance is \$6.25 per week. The \$8.82 per week rate described above is the co-pay based on the City's composite rate for July 1, 2007. The information provided in this section is for informational purposes. The parties understand that

the City reserves the right to modify health insurance for active employees to reflect changes made to the insurance coverage for the City's non-represented employee group.

Section 9.4 - Retiree Health Insurance: Bargaining unit members who retire on or after July 1, 2007, with a pension benefit immediately payable shall receive the same retiree health insurance benefit as members of the IAFF, Local 335. Bargaining unit members shall be required to make payroll and pension contributions as required of IAFF members, and be subject to all other terms and conditions relating to retiree health as detailed in the IAFF, Local 335 collective bargaining agreement with the City. Bargaining unit members must begin contributions to the retiree health fund beginning July 1, 2007.

#### ARTICLE 10 - SICK LEAVE

#### Section 10.1 Accrual of Sick Leave:

- (a) All members covered by this agreement are no longer eligible to accumulate paid sick leave hours. Employees will be allowed to retain the sick leave hours they have as of the effective date of this agreement. In addition, employees promoted into the bargaining unit will be allowed to maintain a sick leave bank of 1,280 hours.
- (b) All members covered by this agreement shall be subject to the sickness and accident plan provided to the City of Battle Creek's non-represented employee group. Bargaining unit members will be allowed to use their accrued sick pay for short term illnesses as defined in Section 10.2(a), and upon exhausting their S&A benefit.
- (c) Employees shall be charged against their sick leave for the actual number of duty hours missed while on sick leave.
- (d)Upon retirement (as specified under Public Act 345 of the Public Acts of 1935) or death of the employee, the employee or their estate shall receive an amount equal to one-half (1/2) of the employee's unused sick leave at the employee's rate of pay in effect at retirement or death.
- <u>Section 10.2 Sick Pay Qualification</u>: In order to qualify for sick leave payments, the employee must:
  - (a) for those short-term illnesses (contemplated to be of less than a week's duration), notify his department in accordance with the Personnel Policy prior to his normal starting time on each day of the absence and must;
  - (b) for those long-term illnesses (contemplated to be of more than a week's duration), notify the department prior to his normal starting time on the first day of the absence, unless the circumstances make such reporting impossible, in which event such report must be made as soon thereafter as possible.
  - (c) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.
- Section 10.3 Paid Emergency Leave of Absence: Qualified employees who furnish proof satisfactory to the City that a critical illness exists within their immediate family may use accumulated sick leave for emergency leave, subject to the following limitations: (a) Paid emergency leave for critical illness of a member of the employee's immediate family shall be

available only in the case of such illness on the part of the employee's then current spouse, child, parent, or parent of spouse, and then for a period of not to exceed one (1) regularly scheduled duty day at any one time.

- Section 10.4 Payments Supplementing Worker's Compensation: The City will allow an employee injured on the job and eligible for Worker's Compensation to draw the difference between the Worker's Compensation check and his normal net rate of pay (less Federal, State, and City taxes) by charging his accumulated sick leave. A three (3) member board consisting of a representative of the Fire Command, Fire Chief, and the Director of Employee Relations shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, he shall receive the above mentioned supplemental compensation for a period of six (6) months without any charge to his accumulated sick leave. At the conclusion of the first six (6) month period, the Board shall review the case and recommend to the City Manager whether such supplemental payments should be continued for an accumulated sick leave. The City Manager shall, in his sole discretion, make the final determination. The Board shall meet within five (5) duty days after the date of injury. Awards specified in this section shall be based on the salary at the time of injury. All Board decisions shall be by majority vote and not subject to the grievance procedure.
  - (a) Except as provided above, hours of paid sick leave are not available for use when an employee is absent from work and receives compensation for such hours lost from work under the Michigan Worker's Disability Compensation Act. If sick leave is used for such purpose, the amount of gross pay shall be repaid to the City upon receipt of the Worker's Disability Compensation benefit checks and the amount of paid sick leave credits shall thereupon be restored.
  - (b) Due to occasional delays in processing Worker's Disability Compensation benefit claims, the City agrees to make a payroll advance in the amount of the anticipated benefit check for a period of up to four (4) weeks, provided the affected employee agrees in writing to repay the City upon receipt of the benefit checks and that in any event if the advance is not repaid within ninety (90) days it may be charged against accumulated vacation or withheld from future paychecks, holiday payments or longevity payments.

#### ARTICLE 11 - LONGEVITY PAY

- Section 11.1. The City agrees to a longevity pay program. Bargaining unit members will receive the same benefit given to members of the City's nonrepresented employee group. Benefits are paid on the first payday following December 1 of each year. As of July 1, 2007, the benefits were as follows:
  - (a) To those full-time, permanent employees who, prior to December 1st or each year have completed seven (7) or more years of continuous service: \$300.
  - (b) To those full-time, permanent employees who, prior to December 1st of each year have completed twelve (12) or more years of continuous service: \$600.
  - (c) To those full-time, permanent employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service: \$1,000.
  - (d) Employees who have qualified for longevity pay shall, upon retirement receive a pro rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck paid to the employee.

(e) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

#### ARTICLE 12 - WORK STOPPAGE

Section 12.1 - No Strike - No Lockout: The Fire Command agrees that, during the life of this Agreement, neither the Fire Command, its officers or agents will authorize, instigate, aid, condone or engage in a strike, slowdown, or other interference (to include picketing in uniforms) with the City's operations. The City agrees that during the same period there shall be no lockouts.

<u>Section 12.2 - Discipline for Violation of No Strike Pledge</u>: Individual employees, groups of employees or steward who instigate, aid or engage in a strike, slowdown, or other interference (to include picketing in uniform) with the City's operations may be disciplined or discharged at the sole discretion of the City.

#### **ARTICLE 13 - PENSION PLAN**

Section 13.1: Those employees covered by the Firemen and Policemen Pension Act (P.A. 1937, No. 345) shall have their retirement benefit calculated on the basis of 3.0% of average final compensation multiplied by the first 25 years of service credited, plus 1% of final average compensation for each year or fraction thereof after 25 years up to a maximum benefit equal to 80% of final average compensation.

The employee pension contribution shall be 9.69%.

(a) Pension Contribution During Disability: In the event an employee covered by this Agreement is temporarily disabled due to illness or injury, under the City's weekly indemnity plan he shall be allowed to continue to make his regular contribution to the Police/Fire Pension Plan, therefore providing for no break in years of service during his disability. Therefore, no time will be lost in the computation of his final average compensation for illness or injury.

#### ARTICLE 14 - EDUCATIONAL INCENTIVE

<u>Section 14.1 - Educational Incentive</u>: The City will pay on the first pay period following June 1 to permanent employees who have completed accredited courses in the Fire Science curriculum in the amounts set forth below. All courses must be certified by an accredited college before payment is made, and a passing grade for the course ("C" or above) must be received.

- (1) Two hundred dollars (\$200) for completing the Certificate of Fire Science.
- (2) Three hundred fifty dollars (\$350) for completing an Associate Degree in Fire Science.
- (3) Five hundred dollars (\$500) for completing a Bachelor Degree in Fire Science or related area.
- (4) Six hundred dollars (\$600) for completing a master's degree in fire or public administration.

(b) Only one payment shall be made under this section.

#### ARTICLE 15 - GENERAL

- <u>Section 15.1 National Fire Academy</u>: Fire Command personnel may, with the Chief's approval, attend the National Fire Academy. The City will cover the cost of attending the Academy; however, the time spent to attend the National Fire Academy will not be covered by regular pay. Employees may elect to use accrued vacation time to cover their lost time or may take the time off without pay.
- <u>Section 15.2 Safety and Health</u>: The City shall continue to make reasonable and necessary provisions for the safety and health of its employees. Protective devices and other equipment as deemed necessary by the City to protect employees from injury shall be made available by the City at no cost to the employee.
  - (a) If an employee is injured on the job and is unable to finish his regular shift, he shall be paid for the remainder of his regular shift.
- Section 15.3 Savings Clause: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Fire Command shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.
- <u>Section 15.4 Civil Service Ordinance</u>: The provisions of the Civil Service System shall remain in effect during the life of this Agreement except for the Chief's position shall be excluded from coverage of the System.
- <u>Section 15.5 Amendments</u>: This Agreement constitutes an enter agreement between the parties and no verbal statement shall supersede any of its provisions. This agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing

#### **ARTICLE 16 - DURATION**

<u>Section 16.1</u>: This Agreement shall become effective as of the 1st day of July, 2007, and the terms and provisions thereof shall remain in full force and effect until the 30th day of June 2022.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed on the day and year first above written.

ORGANIZATION OF SUPERVISORY PERSONNEL OF THE BATTLE CREEK FIRE DEPARTMENT

William Woodward, President

OSP

Richard Herwarth, VP

**OSP** 

CITY OF BATTLE CREEK

Wayne/D. Wiley City/Manager

Russell W. Claggett
Employee Relations Director

Kenneth H. Tsuchiyama Assistance City Manager

# APPENDIX A

		Months	7/1/2007
•	Current		
Administrative	30.296	0	\$30.902
Battalion Chief	32.067	6	\$32.708